

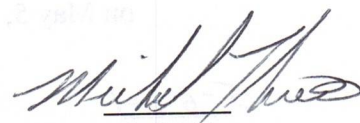
DECLARATION OF MICHAELTHIEDE

I am over the age of eighteen and otherwise qualified to make this statement.

1. I am currently a resident and domiciled in the state of Georgia.
2. I live in Georgia with my Wife Kerry Thiede, who is also a resident and domiciled in Georgia.
3. I was employed by Sharper Impressions Painting Co. (Sharper Impressions) as an Independent Contractor for the Atlanta, Georgia Market from February 2014, until my resignation in December 2020.
4. Outside of three days of training in Ohio, in 2014, I performed all of my job-related tasks for Sharper Impressions in Georgia.
5. All of the subcontractors that Sharper Impressions alleges that I solicited away from their relationship are located in Georgia.
6. All of the customers that Sharper Impressions alleges that I stole from them are located in Georgia.
7. All of the activities that Sharper Impressions alleges that I have engaged in have allegedly occurred in Georgia.
8. It would be a considerable inconvenience for me to be forced to travel to Columbus, Ohio for hearings and depositions related to my employment with Sharper Impressions.
9. When signing my Independent Contractor Agreement with Sharper Impressions, there were no meaningful negotiations on the terms. I was not allowed to make edits to the document.
10. I was informed that if I did not agree the terms my contract with Sharper Impressions would immediately end.

5-6-21

Date


Michael Thiede

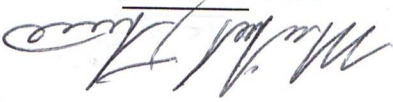
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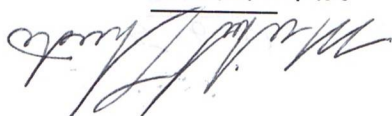
11. Unless a Georgia forum is used, I see no actual or practical way to secure courtroom attendance of the Georgia subcontractors and customers Sharper Impressions alleges I improperly contacted or served, nor those with whom I have properly contracted using the skills, training, knowledge, and experience I brought to Sharper Impressions.
12. Taking depositions by telephone or videoconferencing and then admitting them because Atlanta, Georgia is more than 100 miles away from Columbus, Ohio will deprive me of live testimony in the courtroom.
13. To understand why my work since leaving Sharper Impressions involved fair competition requires familiarity with the Atlanta, Georgia area because the commercial and residential painting industry is localized and the custom is to secure services through personal relationships, such as my membership in the church referred to in the Complaint or close friendship with another customer.
14. Before becoming an independent contractor with Sharper Impressions, I had a year or so experience in professional painting and longer in sales work.
15. Contrary to the Complaint and the Sharp affidavit, my wife had ample skills, training, knowledge, and experience to pursue her painting business, and my initial plan was in fact to flip houses though the COVID-19 pandemic and economic recession thwarted that plan and left me advising my wife on a periodic basis but working often on distant prospects and jobs beyond the restrictive covenant radius.
16. Since my failed house flipping venture, I have been attempting to find alternative employment. This employment search has spanned several months.
17. After interviewing with multiple non-paint related companies. I was offered employment on May 5, 2021 with a tentative start date of May 10, 2021.

Michael Thiede



18. The company that I will be working for is in the information technology industry, and my position will be full time.
19. Former subcontractors of Sharper Impressions had already stopped working with it when my wife employed them, and their reasons for stopping that work did not include any solicitation by me. One contractor, Obdulio Perez was terminated by Sharper Impressions, for work quality issues, and the other Felix Perez, resigned based on a pay dispute.
20. Based on my familiarity with Sharper Impressions, I believe that all the non-personal information I allegedly erased from the laptop I had been using had been backed up on its information technology.
21. The cell telephone I returned had a SIM card.
22. During my more than five years of working with Sharper Impressions, I used the laptop computer it provided for personal matters, ranging from private emails, photographs, and financial documents, to downloaded files unrelated to the painting industry, conduct I did not understand to be prohibited by any information technology policies it had.
23. I had considerable difficulty removing the more than five years of personal files from the laptop computer before returning it; however, at all times I believed that my access to the computer and removal of personal files were authorized.
24. As the social media and other excerpts readily available on the Internet that were attached to the Sharp affidavit reflect, my wife and I have made no secret of her business, its customers, and its operations.
25. Comparing and contrasting the Sharper Impressions web site and social media with those of my wife's business demonstrates a distinct voice and marketing effort.

Michael Thiede



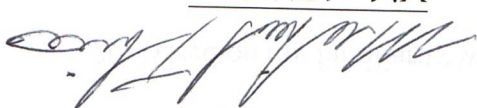
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26. The Complaint describes how much independence I had as a Sales Manager, and the reality is that most of the business I secured for Sharper Impressions came through my sales efforts built on my skills, training, knowledge, and experience, not the three-day orientation with Sharper Impressions it or development through its expertise and mentorship.
27. I declare under the penalty of perjury that the foregoing is true and accurate.

Michael Thiede



Date

5-6-21